

**Big Hill Pond State Park  
1435 John Howell Road  
Pocahontas, TN 38061**

**Playground replacement project.**

**Addendum included on last page.**

**General**

- 1) This project is for the replacement of the playground equipment at Big Hill Pond State Park.**
- 2) Contractor shall furnish all materials, labor, supplies and equipment to install multi-level playground equipment.**
- 3) All ground level ADA components shall meet ASTM F 1951 standard for ADA accessible.**
- 4) Install new environmental friendly playground equipment by Grounds For Play Model # KPR-27450 ADA accessible or an approved equal (equipment shall be approved by this office).**

**General Scope:**

1. Remove and dispose existing playground materials.
2. Prepare area for installing new equipment.
3. All playground equipment shall be installed according to manufactures recommendations.
4. Age Group: 5-12 years, Capacity: 65-70, Structure Size: 42' x 37', Zone Size: 54' x 49', Fall Height: 7', ADA: Yes
5. All support post shall be incased in concrete according to manufactures recommendations.
6. Playground equipment shall include one open spiral side, one tree climber, one bench, one inclined crawl tunnel, one disk climber, one ½ maze panel, one arch bridge, one curved chute slide, four gable shingle roof, one starburst panel, one café market panel, one rock wall climber, one double chute slide, one bubble panel, one loop rung horizontal ladder, one post mount steering wheel, one ½ gear panel, one double parallel bar with horizontal ladder, one 24" transition stair unit, one bubble wall climber half entry, one sliding pole, one tiny arch bridge, one bilateral climber, one blocks climber, one clatter bridge and one totem climber.
7. Location of these components will be decided at the pre-bid meeting.
8. Color shall be chosen by park management and this agency.

**Protection:**

This is a turnkey job. All aspects of this job will be left in a finished condition: All finish work including grounds repair and final cleanup are included in this contract.

All bidders are advised to visit site to verify all conditions and dimensions. No allowances will be made by the agency due to any bidder neglecting to visit the site and verifying dimensions and conditions.

Contractor will be responsible for determining where all utilities are on the job site and care should be taken to protect the utilities from any damage caused by the demo/construction. This will include any underground utilities around the job site area. If damage occurs, it must be repaired within a 24-hour period from the time damage occurs.

Contractor will perform work on regular time and will invoice work time and material not to exceed the quoted price. Any variance in quote will be addressed with a representative of Facilities Management, West TN Regional Office (WTRO) before additional work or materials are supplied.

Work shall be scheduled to avoid any interference with normal operation of the park as much as possible. During the construction period, coordinate construction schedules and operations with the agency. **Work must be conducted during the normal business hours of Monday through Friday, 8:00 a.m. to 4:30 p.m., unless approval for an alternate schedule is arranged with Facilities Management.**

Successful contractor to schedule and attend a pre-construction conference where a pre-construction form will be signed by Facilities Management, Contractor and Park Manager or park representative before work can begin. Contractor must also schedule and attend a final inspection where a final inspection form will be signed by Facilities Management, Contractor and Park Manager or park representative before invoice will be paid.

Project will begin within 90 days of Purchase Order issuance and be complete within 15 days after project has begun, unless other agreement has been approved by Facilities Management, WTRO.

The contractor will protect areas adjacent to his work and will be required to repair any damage he may cause. Contractor will protect work of other trades. Contractor will correct any painting related damage by cleaning, repairing or replacing, and refinishing as directed by Facilities Management.

Workmanship is to be warranted for not less than one year from date of final inspection. Materials will be warranted as per manufacturer's warranty.

All materials, equipment, and supplies are to be new and in good condition, UL listed when applicable, and all work accomplished in a manner acceptable to Facilities Management.

Submittals shall be required on all materials and must be presented for approval by the State of Tennessee representative whether it is Architect, Engineer, Designer, Park Manager, Facilities Manager, or Facilities Surveyor. If an Architect or Engineer or Certified, Licensed Designer, then it must contain their State Seal.

Clean up of the project site shall be the responsibility of the contractor. Contractor to assure that job site is clean of nails, debris, etc., at end of each day to ensure safety. Contractor will clean up and haul away all scrap when work is completed to an approved location off state property.

Contractor, employees, or sub-contractors shall be licensed, certified, or registered as required. They must be registered in the State of Tennessee Edison purchasing system.

The contractor shall have a Certificate of Insurance on file with Facilities Management. Contractor will have insurance as will protect the contractor from claims which may arise out of or result from the contractor's operations under the contract and for which the contractor may be held legally liable, whether such operations be by the contractor or by sub-contractor or by anyone directly or indirectly employed by any of them, or anyone associated with them for whose acts they may be liable. Sub-contractors must also be registered in the State of Tennessee Edison purchasing system, be listed on the bid application and must show proof of insurance and have workers compensation. Insurance requirements are listed below.

The State of Tennessee shall not be held liable for any damage, loss of property, or injury of personnel resulting from actions of the contractor and/or his/her sub-contractors or employees.

Contractor shall obtain all fees and permits required for project. Contractor shall have a copy of project specifications, permits and certificate of insurance on project site at all times.

Contractor shall comply with all applicable codes, standards, and regulations in execution of project.

All work must conform to the state's current approved codes, such as the International Building Code. All electrical and plumbing must conform to the latest and most current codes. All Fire Marshall approved projects must have a Certificate of Occupancy issued at the completion of the project. All ADA projects must have approval of the State of Tennessee Facilities Design Coordinator and be in compliance with the latest ADA code at the completion of the project.

Invoice shall be submitted for payment within 10 days of project completion. A copy of the invoice shall be submitted to Susan Blankenship, WTRO, 21540 Natchez Trace Road, Wildersville, TN 38388 or susan.blankenship@tn.gov.

For scheduling contact:

Facilities Manager: Steve O'Dell, 731-307-9716, steve.odell@tn.gov

Facilities Surveyor: Roger Blankenship, 731-307-9715, roger.blankenship@tn.gov

Note: Before the Contract resulting from this RFP is signed, the apparent successful proposer must be registered with the Department of Revenue for the collection of Tennessee sales and use tax. The State shall not approve a contract unless the proposer provides proof of such registration. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation.

### **Insurance Requirements:**

The successful bidder(s) shall procure and maintain for the duration of the contract, at their own cost and expense insurance against claims for injuries to persons or damages to property including contractual liability which, may arise in connection with the performance of the work performed by the contractor, his agents, representatives, employees or subcontractors under the contract.

The insurance carrier(s) must be licensed to conduct business in the State of Tennessee. The insurance will be evidenced by an original or .pdf format document certificate of insurance. The certificate shall list the Department of Environment and Conservation as the certificate holder and must list the company name and address on file with the State. Should any of the policy coverage(s) provided have a major change, expire, or be canceled before the expiration date the Contractor shall fax or email janice.lea@tn.gov, a copy of their insurer's cancellation notice within two (2) business days of receipt. The Department of Environment and Conservation shall be held harmless for any injuries, claims, or judgments against the contractor.

Certificates for liability coverages shall name "the Department of Environment and Conservation as an additional insured". The following Insurance Coverages are required:

Workers' Compensation Insurance: a certificate shall be provided which indicates the contractor provides workers' compensation coverage in compliance with the state laws of Tennessee, and Employer's Liability with the following limits:

E.L. Each Accident	\$500,000
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E.L. Disease- Each Employee	\$500,000
E.L. Disease - Policy Limit	\$500,000

Workers Compensation is required if the employer has 5 or more full or part time employees.

General Liability and Property Damage Insurance: Comprehensive General Liability Insurance, including but not limited to, bodily injury, property damage, contractual liability, products liability, with combined single limits of \$500,000 per occurrence with a minimum aggregate of \$1,000,000.

The successful bidder(s) shall provide the TDEC Procurement Office with an original certificate of insurance or .pdf format document as proof of insurance coverage, as stated above, naming the State of Tennessee, Dept. of Environment and Conservation as additional insured, within ten (10) business days after request.

Upon award, failure to maintain insurance coverage for the duration of the contract period (completion of work) may result in cancellation of the contract. In the event that the insurance policy on file in the TDEC Procurement Office expires or is canceled, the contractor will be required to cease work until proof of insurance is presented.

## **Addendum**

1. Due to safety concerns the park staff has demoed and removed the existing playground equipment. Line item one under general scope shall be removed and is no longer part of this project. There shall be no demo and removal for consideration in this bid.